

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



SCOPE OF WORK PROVISIONS

FOR

BOILERMAKER-BLACKSMITH

IN

ALL LOCALITIES WITHIN THE STATE OF CALIFORNIA

14-X-2

Western States

Articles of Agreement

Between the

International Brotherhood of

Boilermakers, Iron Ship Builders,

Blacksmiths, Forgers and Helpers

AFL-CIO

(Herein referred to as "Union")

and the

Signatory Contractors

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on All Field Construction Work in
the States of Alaska, Arizona, California, Colorado, Idaho, Montana, New Mexico,
Nevada, Oregon, Utah, Washington and Wyoming.

Effective October 1, 2008

Terminating September 30, 2011

Preamble

The parties to this Agreement agree to the following provisions which shall govern the
mutual relations between them.

Article 1

Scope and Purpose of Agreement

This Agreement shall apply exclusively to the States of Alaska, Arizona,
California, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Utah,
Washington, and Wyoming; and within such area this Agreement shall apply to all of
Contractor's field construction work (including construction, erection, rigging, loading,
and unloading, field fabrication, assembling, dismantling, and repairing performed in the
field) coming under the jurisdiction of the Union.

Article 2

Recognition

The Contractor recognizes the Union as the sole collective bargaining agent for all of its
employees employed on work covered by the scope of this Agreement.

Article 3

Union Security

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Department of Industrial Relations

MAY 11 2009

Div. of Labor Statistics & Research
Chief's Office

Article 4
Trade Jurisdiction and Work Classification

Art. 4(b) "It shall be within the Boilermakers' jurisdiction that the unloading and loading of materials which the Boilermakers are to erect; if such materials are shaken out, separated, segregated, and stored for any period of time. When said material is again loaded and unloaded on a conveyance and transported to the job for erection it shall be unloaded and erected by the Boilermakers."

Art. 4(c) In joint review of the above, it was agreed that the following shall apply:

Art. 4(d) The Union wishes only to protect and not to expand, its historical jurisdiction over unloading and loading of Boilermaker materials. Also, the Union's claims are not extended to apply to material that is in trans-shipment at a transfer point.

Art. 4(e) The Contractor agrees that he will not sub-contract such work for the purpose of encroaching on the historical jurisdiction of the Union.

Art. 4(f) In the event a disagreement or dispute arises with regard to the historical jurisdiction as outlined in the Union's claim, each specific case may be processed between the Union and such Contractor involved in accordance with the governing language of the Agreement.

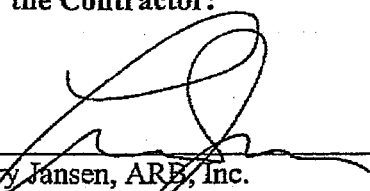
Art. 4(g) The work of the Boilermaker (Journeyman or Mechanic) shall include: Boilermaking, Welding, Acetylene Burning, Signaling, Loading, Unloading, Heating, Chipping, Caulking, Rigging, Riveting, Bucking-up, Fitting up, Grinding, Scaffold Erecting, Reaming, Impact Machine Operating and such other work as is generally regarded as Boilermaker (Journeyman or Mechanic) work. Any employee classified as a Boilermaker shall perform any of the foregoing work of which he is capable.


Art. 4(h) The Union, the Contractor and Subcontractors agree that in the event any jurisdictional dispute shall arise, such dispute shall be settled in accordance with the procedures established by the Impartial Jurisdictional Disputes Board for the Construction Industry (or its successor organization) without permitting the same to interfere in any way with the progress or prosecution of the work. Both parties agree to be governed by whatever decision must be rendered.

Art. 4(i) When requested by the Union, the Contractor shall furnish the International

By their signatures hereto, the undersigned Contractor and Union bind themselves to the Western States Agreement, in effect from Oct. 1, 2008 through Sept. 30, 2011. The parties hereto stipulate and agree to be bound by the terms and conditions of the aforesaid Labor Agreement for the duration thereof, as well as any and all extensions, modifications, and amendments thereto, and it is further stipulated and agreed hereby that they will be similarly bound by all successor agreements unless the Union or the Contractor receives from the other written notice of cancellation of this Agreement at least sixty (60) days, but not more than ninety (90) days, prior to the termination of any such area agreement.


For the Contractor:

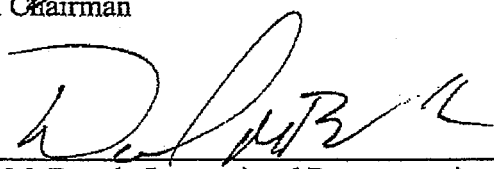
By: 
Larry Jansen, ARE, Inc.
Contractor Chairman

By: 
Thomas A. Dillon, CMTA
Contractor Secretary

For the Union:

By: 
Newton B. Jones, International President

By: 
J. Tom Baca, International Vice President
Union Chairman

By: 
David M. Bunch, International Representative
Union Secretary